

## **EXHIBIT 12**

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

Mark K. Macris,

Plaintiff,

v.

Experian Information Solutions, Inc. and  
Specialized Lending Loan Servicing, LLC,

Defendants.

Case No. 17-cv-00361-WMS

ECF Case

**DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S**  
**RULE 26(a)(1) INITIAL DISCLOSURES**

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Pursuant to Fed. R. Civ. P. 26(a)(1), Defendant Experian Information Solutions, Inc. (“Experian”) makes the following disclosures of witnesses and documents based on the information currently and reasonably available to Experian:

**A. Individuals Likely to Have Discoverable Information Supporting Experian’s Defenses**

1. Plaintiff Mark Macris  
270 Miller Road  
Getzville, NY 14068  
  
c/o  
Seth Andrews  
Law Offices of Kenneth Hiller  
600 N. Bailey Ave, Suite 1A  
Amherst, NY 14226  
Telephone: (716) 564-3288  
Facsimile: (716) 332-1884  
Email: sandrews@kennethhiller.com

Plaintiff Mark Macris has knowledge of the allegations and purported damages set forth in the Complaint.

2. Anna Simmons, Amanda Hoover, and/or Douglas Hollon  
c/o  
Diana L. Calla, Esq.  
Jones Day  
250 Vesey Street  
New York, New York 10281  
Telephone: (212) 326-3960  
Facsimile: (212) 755-7306  
Email: dcalla@jonesday.com

Ms. Simmons, Ms. Hoover and/or Mr. Hollon have knowledge of Plaintiff's contacts with Experian, Plaintiff's Experian consumer relations file, and Experian's consumer assistance and reinvestigation procedures. Ms. Simmons, Ms. Hoover and/or Mr. Hollon may be contacted only through the referenced counsel for Experian.

3. Specialized Lending Loan Servicing, LLC  
  
c/o  
Laura M. Greco, Esq.  
McGlinchey Stafford, PLLC  
194 Washington Avenue  
Albany, NY 12210  
Telephone: (518) 880-1301  
Facsimile: (518) 432-8711  
Email: lgreco@mcglinchey.com

Specialized Lending Loan Servicing, LLC is believed to have knowledge and information regarding the facts underlying this case, specifically with regard to the accounts disputed by Plaintiff.

4. Any credit grantor who Plaintiff alleges denied her credit or otherwise injured Plaintiff purportedly due to information received from Experian. Such credit grantors are believed to have knowledge and information as to Plaintiff's credit applications, credit history, credit reports, and the reasons for denying credit. The relevant entities and their contact information are unknown to Experian at this time.
5. Any unknown individuals or entities with knowledge regarding Plaintiff's alleged damages.

**B. Documents and Electronically Stored Information Experian May Use to Support Its Defenses**

Experian objects to producing or identifying documents that contain information that is confidential or proprietary to Experian and/or contain Experian's trade secrets. Experian further objects to identifying documents which contain information that is confidential or proprietary to third parties or consumers. Experian may rely upon confidential documents, which would be produced by Experian to Plaintiff upon entry of an appropriate protective order. Experian may also rely on any document submitted by Plaintiff, by Defendants or by third-parties, through initial disclosures or discovery. Experian may also rely upon its records, if any, regarding Plaintiff including:

1. Experian Consumer File Disclosures for Plaintiff.
2. Any communications between Plaintiff and Experian.
3. Records regarding Experian's reinvestigation of items on Plaintiff's consumer disclosures, such as automated consumer dispute verifications.
4. Information reported by furnishers of data regarding Plaintiff.

Experian reserves the right to supplement or amend this response.

**C. Damages**

Experian does not allege any damages at this time, but reserves the right to assert damages at a future date. Experian denies liability to Plaintiff for any purported damages.

**D. Insurance**

Based on Experian's present insurance and applicable deductibles, no insurance carrier would be liable to satisfy part or all of any likely judgment which may be entered in this action, or to indemnify or reimburse for payments made to satisfy any likely judgment.

Dated: New York, New York  
August 28, 2017

Respectfully submitted,

/s/ Diana L. Calla

Diana L. Calla

JONES DAY

250 Vesey Street

New York, New York 10281-1047

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*Attorney for Defendant*

*Experian Information Solutions, Inc.*

**CERTIFICATE OF SERVICE**

I, Diana L. Calla, certify that on August 28, 2017, I caused the foregoing DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S RULE 26(a)(1) INITIAL DISCLOSURES to be served upon Seth Andrews, counsel for Plaintiff Mark Macris, via e-mail at sandrews@kennethhiller.com, and Laura Greco, counsel for Defendants Specialized Lending Loan Servicing, LLC, at lgreco@mcglinchey.com.

/s/ Diana L. Calla

Diana L. Calla

*Attorney for Defendant  
Experian Information Solutions, Inc.*